



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ALBERTO DE LA CRUZ PEREZ, et al.,

Plaintiffs,

- against -

MILEA TRUCK SALES CORP., et al.

Defendants.
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21-CV-1100 (JPC) (RWL)

**ORDER
APPROVING SETTLEMENT**

ROBERT W. LEHRBURGER, United States Magistrate Judge.

This case is an action for damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") and the New York Labor Law. The parties have consented to this Court's jurisdiction for the limited purpose of approving a settlement agreement, a fully executed copy of which was submitted on August 24, 2021.¹ (Dkt. 17.) A federal court is obligated to determine whether settlement of an FLSA case under the court's consideration is fair and reasonable and the subject of an arm's length negotiation, not an employer's overreaching. *See Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015).

The Court has taken into account, without limitation, prior proceedings in this action; the attendant risks, burdens, and costs associated with continuing the action; the range of possible recovery; whether the Settlement Agreement is the product of arm's length bargaining between experienced counsel or parties; the amount of attorney's fees; and the possibility of fraud or collusion. Among other attributes of the Settlement

¹ While the agreement itself was provided earlier, the final signature was provided on this date.

Agreement, there are no confidentiality restrictions; the non-disparagement provision is mutual and contains appropriate exceptions; and the attorneys' fees are within a fair, reasonable, and acceptable range. Considering all the circumstances, the Court finds that the Settlement Agreement is fair and reasonable and hereby approved.

Because the parties consented to this Court's jurisdiction only for approval of the settlement agreement, this Court does not have jurisdiction to close the case. However, since this case has been resolved by settlement, the Court respectfully recommends that the case be dismissed and discontinued in its entirety, with prejudice, without costs or fees to any party, except as provided for in the parties' settlement agreement, and that the Clerk of Court terminate all motions and deadlines, and close this case.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'R. Lehrburger', with a long horizontal stroke extending to the right.

ROBERT W. LEHRBURGER
UNITED STATES MAGISTRATE JUDGE

Dated: August 12, 2021
New York, New York

Copies transmitted to all counsel of record.